1	Hon. Robert J. Bryan
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7	UNITED STATES DISTRICT COURT
8	WESTERN DISTRICT OF WASHINGTON AT TACOMA
9	UNITED STATES OF AMERICA )
10	) NO. C05-5070 RJB Plaintiff,
11	v. )
12	WENDY R. DAVIS a.k.a. WENDY DAVIS, a ) DEFAULT JUDGMENT AND
13	single person;  DECREE OF FORECLOSURE
14	Defendants.
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16	This matter having come on upon the United States' Motion for Default Judgment and
17	Decree of Foreclosure, default having been entered against defendant Wendy R. Davis, a.k.a.
18	Wendy Davis, in accordance with Rule 55, Federal Rules of Civil Procedure, and this Court
19	having reviewed the files and records herein, and being fully advised;
20	IT IS HEREBY ORDERED, ADJUDGED AND DECREED:
21	1. That the United States have and recover judgment in its favor against Defendant
22	Wendy R. Davis, a.k.a. Wendy Davis, in the sum of One Hundred Thirty-three Thousand, Two
23	Hundred Eight-five Dollars and Eighty-five Cents (\$133,285.85) (Balance due on Account No.
24	1560085 is \$78,029.14 [\$53,188.26 principal and \$12,695.26 interest accrued through January
25	24, 2005, plus interest accrued on the principal balance of \$53,188.26 at the daily rate of \$9.1076
26	from and after January 24, 2005, to date of judgment, plus \$8,184.30 administrative fees and
27	\$3,960.71 subsidy subject to recapture, plus interest accrued on any recoverable costs at the daily
28	rate of \$1.2682] <u>plus</u> the balance due on Account No. 12292494 is \$55,256.71 [\$44,418.34

principal and \$10,838.37 interest accrued through January 24, 2005, plus interest accrued on the principal balance of \$44,418.34 at the daily rate of \$7.6059 from and after January 24, 2005, to the date of judgment]).

- 2. Interest on this judgment will accrue at the legal rate pursuant to 28 U.S.C. § 1961, from the date of entry of the judgment until fully paid.
- 3. That the United States have and recover costs to date in the sum of Ninety-Six Dollars and Five Cents (\$96.05), together with all costs and expenses of any matters in connection with the administration, supervision, preservation, protection of, or the realization upon the collateral, whether such costs are incurred in or out of Court.
- 4. That the United States have and recover filing fees allowed pursuant to 28 U.S.C. § 2412(a), in the amount of Two Hundred Fifty Dollars (\$250.00).
- 5. That the United States have and recover docket fees allowed pursuant to 28 U.S.C. § 1923, in the amount of Twenty Dollars (\$20.00).
- 6. That the Deeds of Trust attached to the Complaint as Exhibits C and H, are hereby foreclosed and the property is hereby ordered to be sold pursuant to the provision of 28 U.S.C. § 2001, et seq., with the proceeds of the sale applied first to the costs and expenses of making the sale and secondly, to the payment of the sums due to the United States on its cause of action, and any excess of the proceeds shall be distributed to the Defendant as her interest may appear.
- 7. That the subsidy, as provided by the Subsidy Repayment Agreements at Exhibits D and I of the Complaint and 42 U.S.C. § 1490a (a)(1)(D)(i), are subject to recapture as a result of the disposition or nonoccupancy of the property by the borrower and as such, the subsidy is payable from the proceeds of the sale of the foreclosed property, herein. The Deeds of Trust at Exhibits C and H of the Complaint secure the repayment of such subsidy.
- 8. That the United States' recovery shall be limited to the proceeds of the sale of the real property subject to the foreclosed Deeds of Trust and Interest Subsidy Repayment Agreement.

9. That the Defendant, be and is hereby barred and foreclosed from asserting any
right, title or interest in and to the property, except to the extent that such Defendant has rights of
redemption under R.C.W. § 6.23.
10. That the United States or any party to the suit may become a purchaser at the sale
and the United States Marshall shall execute a Marshal's Certificate of Purchase to the real
property in favor of the purchaser and the purchaser will be let into possession of the premises
upon production of the Marshal's Certificate of Purchase. In the event the United States or its
agency, the Rural Housing Service, is a successful bidder on the property, it shall have the right to
apply its judgment credits in lieu of cash thereon and the United States Marshal is authorized to
accept such an arrangement. If the successful bidder is other than the government, ten percent of
the bid price must be paid at the time of the sale and the balance within thirty days.
11. That the sale be conducted in accordance with the law and practice of this Court.
12. Right of redemption shall be one year from the date of sale.
DATED this 8 <sup>th</sup> day of April, 2005.
Rabert Finan
Robert J. Bryan United States District Judge
PRESENTED BY:
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